

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

RED ROOF INNS, INC., RRI  
FINANCIAL, INC., and RED ROOF  
FRANCHISING, LLC,  
Plaintiffs,

V.

RED WOOF INN, SANDY'S RED WOOF  
INN, LLC, SANDY STAGNONE,  
INDIVIDUALLY AND d/b/a RED WOOF  
INN, BRYAN MARIAN,  
INDIVIDUALLY AND d/b/a RED WOOF  
INN, JOHN DOES 1-5, INDIVIDUALLY  
AND d/b/a/ RED ROOF INN,

Defendants.

CIVIL ACTION NO. 3:08-cv 01893-P

## JURY TRIAL DEMANDED

**AMENDED FINAL JUDGMENT**

On November 19, 2008, the parties filed a joint stipulation asking that the Court enter Final Judgment against Defendants Red Woof Inn, and Sandy's Red Woof Inn, LLC, in favor of Plaintiffs. For the reasons discussed in that stipulation, the Court finds and orders as follows:

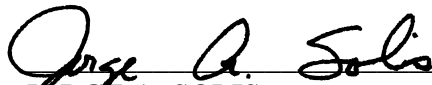
It is hereby ORDERED, ADJUDGED and DECREED that:

1. Defendants must discontinue all operations under the slogan “Red Woof Inn” within 180 days of the Court entering a Final Judgment;
2. Defendants must disable or terminate all displays of the slogan “Red Woof Inn” at any website that they own or control within 7 days of the Court entering a Final Judgment;
3. Defendants must disable or terminate the web address “MyRedWoofInn.com” within 90 days of the Court entering a Final Judgment;
4. Defendants must effect a blind forward from MyRedWoofInn.com to a non-infringing web address notifying the public of the domain change within 14 days of entering a Final Judgment.

5. Defendants must implement the necessary paperwork to effect changing the name of their limited liability company to a non-infringing name such as “Red Wolf Lodge”, or “Red Wolf Resort”;
6. Defendants will change their logo from a red colored dog house to a black colored dog house by December 31, 2008;
7. Defendants will change their logo from a red dog to a red wolf by December 31, 2008;
8. Defendants must destroy all goods and any tangible promotional materials that bear the slogan “Red Woof Inn” within 180 days of the Court entering a Final Judgment;
9. Defendants agree never in the future to offer for sale or otherwise commercially promote any product or service under the slogan “Red Woof Inn”;
10. Defendants agree that these requirements are binding on all future licensees, assignees, subsidiaries, affiliates and/or other successors in interest

It is FURTHER ORDERED, ADJUDGED and DECREED that each side is to bear its own costs. The relief granted herein disposes of all claims and all issues among all parties in this action.

So ordered and signed this 1<sup>st</sup> day of December 2008.

  
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JORGE A. SOLIS  
UNITED STATES DISTRICT JUDGE